EDWARD D. D. LALOR

Present Occupation: ARBITRATOR [Labor and Employment]

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PROFESSIONAL AFFILIATIONS:

Association for Conflict Resolution International Industrial Relations Association Labor & Employment Law Sections of Federal, Minnesota & Wisconsin Bar Associations Society of Federal Labor and Employee Relations Professionals [SFLERP] Labor & Employment Relations Association [LERA]

EDUCATION

JD Law University Wisconsin-Madison Law 1969 BBA Labor Relations, Personnel Management University of Wisconsin-Madison 1966

CERTIFICATIONS:

JD Law Wisconsin 1969 Law Minnesota 1980 Law United States Supreme Court 1979 Law Fed. D. Ct., West. Dist. of Wisconsin 1969

ARBITRATION/LABOR RELATIONS EXPERIENCE:

1981- Present: Arbitrator. Arbitrate; adjudicate; or fact-find in labor and employment cases only [see industries and issues below] for FMCS (1983-), National Mediation Board (1991-), Iowa PERB (1985-), Minnesota PERB (1981-95, Board closed) and private panel(s). Arbitrator's work has been mostly discharge and other discipline cases [including interpretations of the related provisions of the contract, work and other rules, laws, and regulations] for many years. 1969-1980 General Attorney [Labor Relations], National Labor Relations Board, Region 17 [1977-80 GS-14]. Worked as a trial attorney (federal prosecutor) in unfair labor practices and injunction cases. Served as an hearing officer and decision writer in representation and jurisdictional dispute cases. Part 1973-74 NLRB Advice Division, Advice Branch, Washington, D.C. special nationally competitive extended detail. Researched and analyzed national importance or impact issues, including injunction cases, and made recommendations to and participated in group decisional discussions with the head of Advice Division. 1978-1980 Municipal Judge [Part time position].

INDUSTRIES: AEROSPACE; Airlines; Agricultural and related manu/processing.; Aluminum; Automotive; Bakery; Beverage; Brewery; Canning; Cement; Chemicals; Communications; COMPUTER & Devices Parts & Equip Manu.; Construction; DEFENSE & SECURITY; EDUCATION; Electrical & Electronic Equipment/Appliances; FEDERAL SECTOR; Feed & Fertilizer; FOOD (MANU/PROC/ SERV); Foundry; Glass; GRAIN and Sugar Mill; HEALTH CARE; Hotel/Restaurants; Iron; LAW ENFORCEMENT- All Levels; Lumber; Machinery; MANUFACTURING; Maritime; Meat Packing; Media; Metal Fabrication; Mining; MISC; Office Workers/Clerical; Organizations; Packaging; Petroleum; Pharmaceuticals; Plastics; Plumb; POLICE & FIRE; PRINT & PUBLISHING; Prisons; State and Local PUBLIC SECTOR; PULP & PAPER; Railroads; Refrigeration/HVAC; Retail Stores; Rubber/Tire; SECURITY; Scientific Instruments; Steel; Stone/Quarry; TRANSPORTATION; TRUCK & STORAGE; Utilities; WAREHOUSE; And OTHER INDUSTRIES.

ISSUES: ABSENTEEISM; Arbitrability; WORK-ASSIGN; Barg Unit Work; CONDUCT (Incl. off duty personal, etc.); DEMOTION; DISCHARGE; DISCIPLINE(non-discharge); Discrimination; DRUG/ALCOHOL ABUSE Offenses; FRINGE BEN; HEALTH & HOSPITAL; Hiring Practices; Job Class; JOB EVALUATION; Job Posting & Bidding; Jurisdictional disputes; LAYOFFS/ BUMPING/&

RECALL; Mgt Rts; Official Time; PAST PRACTICES; Pensions and H&W Plans; Retirement; RIF REPT; CALLIN/CALLBACK PAY; SAFETY & HEALTH; SENIORITY; SEXUAL HARASSMENT;

Severance Pay; (Continued) [Revised 12-17-2006]

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Strikes/Lockouts/Work Stoppages/ Slowdowns; SUBCONTRACT/CONTRACT OUT; Successor; Training;

TRANSFERS; Union Bus.; VAC & VAC PAY; VIOLENCE or THREATS; WAGES-Overtime/Ot pay-Hol & Holiday Pay-Incentive Pay-Job Classification & Rates-Merit Pay-Severance Pay-Vacation Pay- etc.; WORK PERFORMANCE; Work Hrs/Schedules/Assign; WORKING CONDITIONS/WORK ORDERS; INSUBORDINATION; LEAVES ABSENCE; Promotions; Reassignments; Red Circle Rate(s); Shift hours; Sick Leave; Work Week Changes; BENEFIT DENIALS; BONUSES; And many OTHER ISSUES

PERMANENT PANELS:

J.I. CASE, TENNECO & IAM,2525

ARBITRATION ROSTERS:

National Mediation Board National Railroad Adjustment Board Iowa Public Employment Relations Board Federal Mediation & Conciliation Service

PUBLISHED CASES:

More than forty. Most work is very confidential and is not submitted for publication. Most work is discharge or other discipline. 118 LA 192 (2003); 93-1 ARB par. 3226, p. 4193 (1993); 100 LA 333 (1993); 92-2 ARB par. 8599, p. 5777 (1992); 92-1 ARB par. 8224, p. 4026 (1992); 91-2 ARB par. 8453, p. 5224 (1991); 91-1 ARB par. 8221, p.5224 (1991); 91-1 ARB par. 8060, p. 3273 (1991). Cases published before 1997 were published under previous foster name of Edward D. Pribble or Edward D. Lalor Pribble.

FEES: PER DIEM FEE: \$900.00 DOCKETING FEE: \$100.00

CANCELLATION FEES:

ONE DAY PER DIEM per SCHEDULED HEARING DAY, IF HEARING/case is CANCELLED FEWER than Thirty-one [31] CALENDAR DAYS before the INITIALLY SCHEDULED HEARING DAY. If a cancellation fee is charged, then no docking fee is charged. Has other rescheduling and/ cancellation fees and policies.

Per Diem Fee: Charge one day of per diem for any portion of a hearing day less than eight hours. **Additionally** prorates this charge hourly [one-eighth the per diem charge per hour or portion thereof] for hearings lasting more than eight hours in a day. Arbitrator charges the per diem rate [prorated hourly] for time worked for review of evidence, research, decision preparation and issuance, and travel.

Travel Time: Charge per diem fee [prorated hourly] for all travel.

Expenses: Charge actual cost of most expenses, including airfare and related charges, vehicle rental, food, and lodging. For use of Arbitrator's vehicle, mileage is charged at the applicable IRS mileage expense rate(s), which includes depreciation and insurance. Arbitrator charges a clerical fee of \$15.00 per page for the decision and other clerical work delivered to the parties, in lieu of actual clerical costs. Charge actual expenses for mailing, shipping, telephone, fax, or other expenses.

Tapes Recordings: ARBITRATOR TAPE RECORDS ALL HEARINGS. HE PERSONALLY ENTIRELY REVIEWS ALL TAPES PRIOR TO ISSUANCE OF ALL DECISIONS. Upon request,

copies of tapes for the parties will be made personally by the Arbitrator on special equipment that does not erase the tapes. Arbitrator charges approximately \$250.00 per tape, including work time and mailing costs.

HAS OTHER SCHEDULED FEES: Detailed applicable fee schedules will be forwarded to parties immediately after selection, or otherwise after request. [Revised December 17, 2006]